

1 UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF VIRGINIA
3 HARRISONBURG DIVISION

4 WYNN'S EXTENDED CARE, INC.,
5 Plaintiff and
6 Counter-Defendant, Case No. 5:13-cv-00114

7 v

8 PENNY L. BRADLEY,
9 Defendant and
10 Counter-Plaintiff.

_____/

11
12 The 30(b)(6) deposition of DANIEL
13 ULATOWSKI, corporate representative of CREDIT
14 ACCEPTANCE CORPORATION, taken pursuant to Notice of
15 Taking Deposition before Nancy Kirchoff, Certified
16 Shorthand Reporter, a Notary Public within and for the
17 County of Livingston, State of Michigan, at 355 S. Old
18 Woodward Avenue, Suite 100, Birmingham, Michigan, on
19 Thursday, September 11, 2014, at or about 1:15 p.m.

20 THIS DEPOSITION TRANSCRIPT AND/OR CERTAIN EXHIBITS
21 THERETO CONTAIN CONFIDENTIAL MATERIAL SUBJECT TO
22 PROTECTIVE ORDER.

23 APPEARANCES:

24 JORDAN COYNE LLP
25 By: Virginia Sadler
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Appearing by Telephone on behalf of
Plaintiff/Counter-Defendant

1 APPEARANCES (CONTINUED):

2
3 THOMAS D. DOMONOSKE (VSB No. 35434)

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Appearing on behalf of

6 Defendant/Counter-Plaintiff

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10 Appearing on behalf of Witness

11 CREDIT ACCEPTANCE

By: Gregg Elzey

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14 Appearing on behalf of Witness

T A B L E O F C O N T E N T S

WITNESS	PAGE NUMBER
DANIEL ULATOWSKI/CREDIT ACCEPTANCE CORPORATION	
Direct Examination by Mr. Domonoske	4

E X H I B I T S

EXHIBIT NUMBER	MARKED
1 - Corporate Deposition Designation(Before Deposition)	
2 - Retail Installment Contract	16
3 - Used Vehicle Service Contract/Application	23
4 - Protective Order	56
5 - Redactions	84

Birmingham, Michigan

Thursday, September 11, 2014

At or about 1:15 p.m.

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D A N I E L U L A T O W S K I

corporate representative for CREDIT ACCEPTANCE
CORPORATION, after having been first duly
sworn, testified as follows:

DIRECT EXAMINATION

BY MR. DOMONOSKE:

Q Can you say your name and spell it for the
court reporter so we can have it on the record?

A Daniel Ulatowski, D-A-N-I-E-L, last name is
Ulatowski, U-L-A-T-O-W-S-K-I.

Q Mr. Ulatowski, do you understand that you are
giving testimony today on behalf of Credit Acceptance
Corporation?

A Yes.

Q Do you work for Credit Acceptance Corporation?

A Yes, I do.

Q What is your position?

A Chief Sales Officer.

Q And how long have you had that position?

A It's a good question. Not long. I don't
remember the exact date.

1 different issues.

2 A Would you like to restate the question?

3 Q Sure. Do you know when the first
4 communications with Ms. Bradley by CAC was about the
5 service contract?

6 A Based on the information I have, February 13,
7 2013.

8 Q Let's take up 5.

9 MR. RIDEOUT: You mean on the deposition
10 notice?

11 MR. DOMONOSKE: Yes.

12 Q 5 asked about the computer account records
13 that show communications with February, 2013, so I went
14 to five based on your answer right there. What do
15 those records show about those communications in
16 February of 2013?

17 MR. RIDEOUT: I will just object to the
18 form, but you can answer.

19 A I can read you the note from February 13, 2013,
20 at 12:20 p.m.

21 Q Sure.

22 A "Maker called and stated that she spoke with
23 Wynn's and was told that she doesn't have a service
24 contract. She is stating that the dealer hasn't
25 refunded the money back for that service, advised that

1 a letter was mailed out on 8/28/12, stating that her
2 vehicle is not eligible for coverage and a credit of
3 \$2,713.68 was applied to her account on 8/31/12.
4 Requested payment history. She stated that she may be
5 taking legal action against the dealer as he told her
6 to disregard the letter and told her that when he
7 contacted Wynn's, he was told that they wouldn't cover
8 the parts she needs for her repairs. Advised of next
9 AP draft and self-service options."

10 Q Were there any other account records in
11 February of 2013 about the service contract?

12 A It looks like there was one other in February
13 of 2013.

14 Q What did that one say?

15 A It said, "She needs to postpone next payment,
16 maker said needs repairs on unit, needs to stop auto
17 pay. Said the dealer is giving her hard time over
18 warranty, she is going to seek out legal advice. Maker
19 stopped February auto pay and will do OTO on 1st for
20 200 and on 15th, 201.93.

21 Q And were there any other records about
22 communications with Ms. Bradley about the service
23 contract?

24 A Not to my knowledge.

25 Q Let's go on to number 2 on the deposition

1 that was one of the hooks, if you will, for the dealer.

2 So when we did launch CAPS 2.0, they would be part of
3 the pilot group that got access to it.

4 Q Was there a time period where dealers could
5 choose between accessing CAPS 2.0 and accessing the
6 prior system?

7 A My understanding is, yes, that is correct.

8 Q And do you know the overlap of that time
9 period?

10 A My understanding is 30 days.

11 Q And was that in October of 2012?

12 A I don't know.

13 Q After 30 days, was the prior system then no
14 longer available?

15 MR. RIDEOUT: Object to the form of the
16 question. You can answer it.

17 A My understanding is that's correct.

18 Q Did CAC provide any monitoring of Armstrong
19 Auto's sale of Wynn service contracts?

20 MR. RIDEOUT: Objection.

21 A I don't understand the question.

22 Q Did they monitor how Armstrong Auto was selling
23 service contracts?

24 A No.

25 Q Did they send anyone to supervise or guide him

1 in the sale of service contracts?

2 MR. RIDEOUT: Objection, form of the
3 question. Is they Wynn's?

4 MR. DOMONOSKE: Wynn's.

5 Q Did Credit Acceptance send anyone to supervise
6 or guide Armstrong Auto Sales in the sales of service
7 contracts?

8 MR. RIDEOUT: Objection.

9 MS. SADLER: Objection, relevance,
10 foundation.

11 A Our market area managers would have trained
12 Armstrong on CAPS and they would have referenced the
13 rate sheet.

14 Q Other than that, did they provide any sort of
15 supervision or monitoring of his sale of service
16 contracts?

17 A I don't know.

18 MS. SADLER: Objection, foundation,
19 relevance.

20 Q Do you know when Mr. Raley stopped being the
21 market area manager for Armstrong Auto Sales?

22 A I do not know.

23 Q Do you know who his market area manager is now?

24 A I do not.

25 Q Do you know when Mr. Raley stopped working for